STATE OF MONTANA INVITATION FOR BID

Department of Natural Resources & Conservation

1625 11th Ave P.O. Box 201601

Helena, MT 59620-1601

Phone: (406)444-2074 Fax: (406)444-2684

THIS IS NOT AN ORDER

Company Name/Address: (correct any errors)	Bid No.: 090430 CSO
	Bid Title: Vehicle Rental Rates - Northern Rockies
	Geographic Area
	Pages: 1- 9, ATTACHMENTS A-E
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BIDS will be received and publicly opened at 2:00 p.m.	<u>Issued by:</u>
on:. 5/12/09	
	Com: Ocatamaich
	Gary Oesterreich

PLEASE COMPLETE			
Delivery Date:	Payment Terms: Net 30 Days		
Company Name/Address:	Phone:		
(if different)	Fax:		
Bidder Name:	Federal I.D.		
(please print)	<u>No.:</u>		
	DUNS Number:		
Signature of			
Bidder:			

Bidders requiring clarification or interpretation of any section or sections contained in this IFB shall make a written request to the DNRC Procurement Bureau. All written correspondence must be addressed to:

Department of Natural Resources & Conservation Attn: Gary Oesterreich, Questions on IFB #090430 CSO PO Box 201601 Helena, MT 59620-1601 FAX 406-444-2684

Each bidder submitting written questions must clearly address each question by reference to a specific section, page and item of this IFB. An official written answer will be provided to all questions received by 2:00 p.m. (local time) on 4/10/09. Written questions received after the deadline may or may not be considered.

Responses to written questions will be posted on the Montana General Services Division website http://gsd.mt.gov/osbs/Results.asp?AgencyID=dnrc1 or before 4/16/09.

Any interpretation, correction, or change of this IFB will be made by **written Addendum**. Interpretations, corrections or changes of this IFB made in any other manner will not be binding and bidders shall not rely upon such interpretations, corrections, or changes.

The DNRC Procurement Bureau will issue any necessary Addenda.

IFB Checklist

Have you remembered to:

- Check the website for the latest addendum to the IFB
- Sign each "Acknowledgment of Addendum" if required
- Sign your bid on our cover sheet
- Mark your mailing envelope or box with the IFB number and the opening date under your return address
- Carefully review the "Standard Terms and Conditions"
- Carefully review all listed requirements to ensure compliance with the IFB
- Initial all bid/pricing changes you made

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Division A – General Information

1. SCOPE

The purpose of this solicitation, and resulting Agreements, is to establish mutually agreeable terms, conditions and specifications to obtain rental vehicles used in support of fire suppression and all-risk activities for the Northern Rockies Geographic Area for use on a local, Regional and Nationwide basis. Agreements resulting from the IFB may be used by multiple State and Federal agencies-including but not limited to: the USFS, Montana DNRC, Idaho Department of Lands and the Bureau of Land Management. Since the equipment needs of the Government and availability of Contractor's vehicles during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the vehicles listed herein to the extent the Contractor is willing and able at the time of order. The Government is not obligated to place nor is the Contractor obligated to accept an order under this Agreement, but if an order is placed and accepted, all the terms and conditions set forth herein shall be met. There are no minimum or maximum guarantees as to the number of orders that may be placed under subsequent

Agreement(s). The agreement(s) will not preclude the Government from using Agency or Agency Cooperator owned resources before using resources under the agreement.

- **1.1** The following personnel will be authorized to place orders against the agreement, Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, Contracting Officers and Purchasing Agents. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of the agreement
- **1.2** When equipment covered by the agreement is under hire by one of the federal agencies, Attachments A, B, C and D will apply. When equipment covered by the agreement is under hire by one of the states, the applicable portions in Attachments A, C, D and E will apply. A given piece of equipment can be under hire to only one agency at a time.

2. WEAR AND TEAR

Equipment furnished under the agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but are not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into the agreement, the Contractor agrees that what is considered wear and tear under the agreement may be in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment.

For the purpose of the agreement, the term "normal wear and tear" shall include, but not be limited to:

- a) Brush scratches on the body of the vehicle.
- b) Punctures tears or destruction of tires and/or sidewalls due to rocks or sticks common to the working environment.
- c) Wear on the paint on the inner and outer surfaces of the vehicle, top, sides, rails, and tailgate. Includes chips from flying rocks and minor bumps and dents.
- d) Clogged air filters and oil filters from dust.
- f) For equipment furnished under the agreement, the Government shall not be liable for loss, damage, or destruction of such equipment, except for loss, damage, or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment.
- g) In order to better monitor possible abuse of vehicles, the government may also conduct cursory inspections on a daily basis.

2.1 Tires

Due to the extreme conditions the equipment rented under this agreement is subjected to, a minimum of 10 ply tires for the category for 4x4 pickups and utility vehicles is preferred. A separate price for these vehicles with 10 ply or greater tires may be submitted.

2.2 Tire Replacement:

In the event a tire has to be replaced, the government will replace the tire with the same size but due the exigency nature of the situation there will be no consideration to brand. The incident will then bill the cost of the tire back to the vendor.

3. VEHICLE INSPECTION

Prior to acceptance of any specific vehicle for incident use, the vehicle shall be inspected by the Government to determine that it meets all of the terms, conditions and specifications set forth herein. The vehicle shall be safe (brakes, tires, headlights, turn indicators, etc.), in good mechanical condition At the time of pre-use inspections all vehicles tires must have a minimum tire tread depth of 6/32 inches. Vehicles shall also be equipped with a spare tire, wheel wrench, and jack.

Vehicles that fail the inspection or fail to comply with applicable laws such as **as exceeding gross vehicle weigh rating (GVWR)** for the capacity offered, dyed diesel fuel; etc shall be rejected. Equipment may be re-inspected after repairs or other reasons for the failed inspection are rectified. Contractors may not attempt to find another federal or state agency to inspect failed equipment without discussing the circumstances with the affected hiring agency. See Attachment C Vehicle/Heavy Equipment Safety Inspection Checklist OF-296.

4. <u>BID REQUIREMENTS</u>

In order to be considered to receive a contract, vendors must submit terms and conditions and a daily rate (24 hour day) pricing and meet the minimum requirements stated in the bid document. The bid shall also include a per mile rate for mileage and **include all taxes and use fees**.

5. ORDERING PROCEDURE

The end result of this IFB will be a geographic resource list of pre-qualified vendors and the prices for which they have agreed to furnish rental vehicles. This geographic resource list will be per location and price. State or federal personnel may use this geographic list if and when an incident develops. There is no guarantee the listed vendors will be called to supply vehicles. Although price will be the primary consideration, due to the exigency nature of fire suppression and all risk activities, factors other than price (such as location, ability to meet timeframes, number of units available etc.) may be considered prior to placing an order.

An equipment resource order will be placed through the designated interagency dispatch center by phone, fax or in person, by the incident requesting a vehicle. A resource order will be completed for each vehicle. The resource order will contain the initial date/time, incident/project name, incident/project order number, financial codes, descriptive location, etc.

The ordering Agency shall be listed on all documentation as the lessee not individuals assigned to pick up the vehicle.

5.1 RESOURCE ORDERS

Resource orders are assigned for a specific fire incident. Rental vehicles cannot move to other incidents with the same resource order. A new resource order needs to be assigned for each incident.

5.2 <u>DELIVERY/PICKUP CHARGES</u>

<u>In the event a vendor has to ship in additional vehicles to meet the governments</u> requirements, charges for this service shall be negotiated between incident personnel and the vendor and invoiced separately.. These charges shall be incident specific.

6. <u>MODIFICATIONS</u>

Any modifications to the Emergency Equipment Rental Agreement shall be made by the State of Montana DNRC Contracting Officer who signs the original agreement.

7. <u>CLAIMS</u>

Claims settlement is agency specific, and remains the responsibility of the incident agency. Procurement personnel shall receive direction for claims resolution from the incident agency upon assignment.

- 7.1 **Federal Government Claims.** Unless limited by agency policy or the Agency Administrator, any Federal agency claim may be settled by a Level I or higher GS-1102 Contract Specialist; and minor claims may be settled by GS-1105 Purchasing Agents. Minor claims are interpreted to include claims that are evident as to existence, responsibility, and reasonable in claimed amount. Claims settlements by a GS-1105 Purchasing Agent exceeding \$2,500 per claim shall be reviewed by a GS-1102 Contract Specialist, Finance/Administration Section Chief, or staff level position at the incident or in the incident agency office.
- 7.2 **State of Montana Claims.** Claims arising on incidents are the responsibility of the incident agency. Claims arising under the jurisdiction of the State of Montana are negotiated by the responsible Line officer or agency Administrator. These individuals may delegate this authority to other DNRC employees or to the Incident Management Team. When possible, claims should be settled at the incident. For comprehensive information on handling claims against MT DNRC, see the DNRC 300 Incident business management manual, or contact the Business Management Bureau, Forestry Division, Department of Natural Resources and Conservation, 2705 Spurgin Road, Missoula, Montana 59804; office phone: (406) 542-4300.
- 7.3 **State of Idaho Claims.** Settlements arising under the jurisdiction of the State of Idaho can be negotiated by the incident Agency Administrator (Area Supervisor) up to \$2,500. Settlements exceeding \$2,500 must be referred to the Idaho Department of Lands, Bureau of Fire Management, Idaho, 3780 Industrial Avenue, Coeur d'Alene, Idaho 83815; office phone: (208) 769-1522.
- 7.4 **State of North Dakota Claims.** Claims against the State must be made in writing to the Director of Office of Management and Budget. The claim must be filed within 180 days of when the alleged injury was discovered or reasonably should have been discovered. Claim forms may be

requested from the Office of Management and Budget, 600 East Boulevard Avenue, Department 110, Bismarck, ND 58505-0400; phone: (701) 328-4904.

DIVISION B - VENDOR REQUIREMENTS

1.0 CLEANLINESS & FUEL

All vehicles will be provided cleaned on the interior and washed on the exterior, along with a full tank of gas and the windshield washer fluid reservoir full. The government will return the vehicles in the same condition - cleaned on the interior and washed on the exterior, along with a full tank of gas and the windshield washer fluid reservoir full. If the vehicle is not returned cleaned on the interior and washed on the exterior and the windshield washer fluid reservoir full, a \$50.00/cleaning charge may be billed to the ordering agency. If the fuel tank is not filled, contractor may invoice the ordering agency at commercial rental car rate for fuel.

3.0 INVOICING

For billing purposes, vehicle use will be tracked using a Emergency Equipment Use Invoice, OF-286 which will record the resource order, incident number, the incident name, the beginning and ending dates of the rental period and mileage for each order plus other pertinent information. Mileage overage will be computed over the entire rental period. The Emergency Equipment Use Invoice (OF-286) along with the Vehicle/ Heavy Equipment Safety Inspection Checklist (OF-296) (release inspection) form, both of which will be signed by the vendor when the vehicle is returned, will be submitted to the equipment time recorder or the **ordering agency** for payment. **This process shall be completed before any vehicle is sent to another incident.**

3.1 DUNS Number

All vendors must furnish a DUNS number in the space provided on the cover page. The Federal government requires a DUNS number in order to process payments. For information on getting a DUNS number call Dun & Bradstreet @ 1-888-814-1435. You can also access the D&B website @ http://www.dnb.com/us/ to register on-line.

3.2 CENTRAL CONTRACTOR REGISTRATION DATABASE (CCR)

See Attachment B paragraph 52.204-07 Central Contractor Registration.

Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual

confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

4.0 LOCATIONS

Vendors with multiple locations shall submit a separate bid form for each location.

DIVISION C - AGENCY REQUIREMENTS

Agencies will contact the vendor and request vehicles by indicating the type of vehicle needed, pickup date and <u>anticipated</u> return date (during fire suppression and all risk activities a return date may not be known). Vehicles may be used in multiple states, and there will be multiple drivers. The person picking up the vehicles or accepting delivery may not be the driver. The Government will assure only licensed drivers over 18 years of age will operate vehicle.

DIVISION D – BID FORM SEDANS		Vender			
Daily Rate (\$)		Mileage Rate(\$)			
Sedans, midsize or larger					
	15-passenger vans can be resenger vans by removing a se	ented or paid for. Also 15 passenge	<u>r vans</u>		
modified to be 12 pass	Daily Rate (\$)	Mileage Rate(\$)			
Mini, 7 passenger					
8 passenger					
12 passenger					
PICKUPS, 4x2					
	Daily Rate (\$)	Mileage Rate(\$)			
½ ton Quad Cab					
½ ton Extended Cab					
¾ ton Quad Cab					
3/4 ton Extended Cab					
PICKUPS, 4X4					
	Daily Rate (\$)	Mileage Rate(\$)			
½ ton Quad Cab					
½ ton Extended Cab					
¾ ton Quad Cab					
3/4 ton Extended Cab			-		
1 ton					
PICKUPS, 4x4, 10 PLY OR					
	Daily Rate (\$)	Mileage Rate(\$)			
½ ton Quad Cab					
½ ton Extended Cab					
3/4 ton Quad Cab					
3/4 ton ExtendedCab					
1 ton					
UTILITY (BRONCO/BL	AZER/SURBURBAN/EXPLOI		-		
	Daily Rate (\$)	Mileage Rate(\$)			
5 Passenger					
7 passenger					
UTILITY (BRONCO/BL	LAZER/SURBURBAN/EXPLOI				
	Daily Rate (\$)	Mileage Rate(\$)			
5 Passenger					
7 passenger					

ATTACHMENT A- SAMPLE EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and addre	ess)		AGREEME			ON ALL PAI	PERS RELATING TO THIS
			Z. AGREEN	IENI NUMBE	ZK		
			3. EFFECTI	VE DATES			
4 CONTRACTION			a. beginning	EUDE (I	7 7 7	b. ending	
4. CONTRACTOR a. name and address			5. POINT O	F HIRE (locati	on when hired)		
				ORK RATE IS SHED BY	BASED ON A	LL OPERATII	NG SUPPLIES BEING
b. SSN or Tax ID#			CC	NTRACTOR	X GO	VERNMENT	
c. telephone number (day)	. telephone number	(night)	7. OPERA	TOR FURNIS	HED BY		
			co	ONTRACTOR	_ X GC	OVERNMENT	
8. TYPE OF CONTRACTOR (X approp ☐ SMALL BUSINESS ☐ LARGE BUSIN		ISADVANTAGED O	WNED WO	MEN OWNED	☐ LABOR SUR	PI IIS AREA	□ LOCAL GOVT.
	ESS SMALL D	ISAD VAIVIAGED O		WIEN OWNED	Mileage Rate	LUS AKEA	LOCAL GOVI.
9. ITEM DESCRIPTION			10. RATES				
			a. rate	b. unit	a. rate	b. unit	
Pickup ½ ton 4X4 Class TR2 6 passenger 4 dr quad cab		0		Day		Mile	
Vans, Class A2 Mini or ½ Ton 7 passenger are mini 8 passenger are ½ AWD		0		Day		Mile	
Pickup ½ ton 4X4 Class TR2 Most are extended cab		0		Day		Mile	
Sedans, Mid or Larger, Class A1		0		Day		Mile	
SUV ½ Ton Bronc/Blax/Jeep/Exp	ol TR3	0		Day		Mile	
Utility ¾ Ton+ Suburb/Dur/Expec	d TR3	0		Day		Mile	

14. SPECIAL PROVISIONS

- a) General Clauses to the EERA OF294 (11/06 version) are attached hereto and incorporated herein by reference.
- b) The government will track use of vehicle by recording the beginning and ending mileage, date and time for each order (Shift tickets shall be used).
- c) All use invoices and payment vouchers must reflect the unit number (Contractor's Inventory Number) of the vehicle.

Only Full Days will be paid - no pro rating of the daily rate.

d) All Vehicles will be provided cleaned on the interior and washed on the exterior, along with a full tank of gas and the windshield washer fluid reservoir full. The government will return the vehicles in the same condition - cleaned on the interior and washed on the exterior, along with a full tank of gas and the windshield washer fluid reservoir full. If the vehicle is not returned cleaned on the interior and washed on the exterior and the windshield washer fluid reservoir full, a \$50.00/cleaning charge may be billed to the ordering agency. If the fuel tank is not filled, contractor may invoice the ordering agency at commercial rental car rate for fuel.

e) All terms, conditions and specifications contained in IFB 090430 CSO are attached hereto

and incorporated herein by reference.			
-	16. DATE	17. STATE CONTRACTING OFFICER'S SIGNATURE	18. DATE
19. PRINT NAME AND TITLE		20. PRINT NAME AND TITLE	
		21. FEDERAL CONTRACTING OFFICER'S SIGNATURE	22. DATE
		23. PRINT NAME AND TITLE	

52.204-7 Central Contractor Registration.

As prescribed in 4.1104, use the following clause:

CENTRAL CONTRACTOR REGISTRATION (APR 2008)

(a) Definitions. As used in this clause—

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An offeror may obtain a DUNS number—
- (i) Via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
 - (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and ZIP Code.
 - (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

- (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR <u>Subpart 32.8</u>, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

B.10 FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--

COMMERCIAL ITEMS (JUNE 2008)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certificates electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision--

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007

- (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—
- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
 - (6) Have been voluntarily suspended.

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.

- (b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

- (c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.
- (1) Small business concern. The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- (2) *Veteran-owned small business concern*. [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.
- (4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents that it [] is, [] is not a women-owned small business concern.

Note: Complete paragraphs (c) (6) and (c) (7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it [] is, a women-owned business concern.
- (7) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of

manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]
- (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it [] is, [] is not an emerging small business.
- (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:
- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

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Number of Employees	Average Annual Gross Revenues
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

- (9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]
 - (i) General. The offeror represents that either—
- (A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
- (B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

- (ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.] (10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and (ii) It [] is, [] not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: ______.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation. (d) Representations required to implement provisions of Executive Order 11246 –
 - (1) Previous contracts and compliance. The offeror represents that --
- (i) It [] has, [] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
 - (ii) It [] has, [] has not, filed all required compliance reports.
 - (2) Affirmative Action Compliance. The offeror represents that --
- (i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

- (f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act Supplies, is included in this solicitation.)
- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (g)(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and 'United States' are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."
- (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR <u>52.225-3</u> is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
 - (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

- (3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR <u>52.225-3</u> is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

- (4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products: Country of Origin: Line Item No.: [List as necessary] (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation. (h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals— (1) [] Are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and (3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this

- (4) [] Have, [] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
 - (i) Taxes are considered delinquent if both of the following criteria apply:

clause; and

- (A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

- (ii) Examples.
- (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Products:

Listed End Product	Listed Countries of Origin:

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]
- [] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- [] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
- (j) *Place of manufacture*. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the

place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) [] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
 - (2) [] Outside the United States.
- (k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]
- (1) [] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [] does [] does not certify that—
- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
- (2) [] Certain services as described in FAR 22.1003-4(d)(1). The offeror [] does [] does not certify that—
- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
 - (3) If paragraph (k)(1) or (k)(2) of this clause applies—

the Contracting Office	the offeror does not certify to the conditions in paragraph $(k)(1)$ or $(k)(2)$ and r did not attach a Service Contract Act wage determination to the solicitation, the Contracting Officer as soon as possible; and
·	ne Contracting Officer may not make an award to the offeror if the offeror

- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
- (1) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

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	(3) Taxpayer Identification Number (TIN).
	[] TIN:
	[] TIN has been applied for.
	[] TIN is not required because:
	[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not ome effectively connected with the conduct of a trade or business in the United States and have an office or place of business or a fiscal paying agent in the United States;
	[] Offeror is an agency or instrumentality of a foreign government;
	[] Offeror is an agency or instrumentality of the Federal Government.
	(4) Type of organization.
	[] Sole proprietorship;
	[] Partnership;
	[] Corporate entity (not tax-exempt);
	[] Corporate entity (tax-exempt);
	[] Government entity (Federal, State, or local);
	[] Foreign government;

[] International organization per 26 CFR 1.6049-4;

[] Other
(5) Common parent.
[] Offeror is not owned or controlled by a common parent;
[] Name and TIN of common parent:
Name
TIN
(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.
(End of provision)
Alternate I (Apr 2002). As prescribed in $\underline{12.301}$ (b)(2), add the following paragraph (c)(12) to the basic provision:
(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) (c)(9) of this provision.)
[The offeror shall check the category in which its ownership falls]:
Black American.
Hispanic American.
Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
Individual/concern, other than one of the preceding.
Alternate II (Oct 2000). As prescribed in $\underline{12.301}$ (b)(2), add the following paragraph (c)(9)(iii) to the basic provision:
(iii) Address. The offeren represents that its address a is a is not in a region for which a small

(iii) Address. The offeror represents that its address o is, o is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at http://www.arnet.gov/References/sdbadjustments.htm. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application

that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint vent

B.20 52.212-5 – CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (OCT 2008)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
 - (2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with
Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
(2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a) (3)
52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul
2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C.
657a).
(4) [Reserved]
X (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
(ii) Alternate I (Oct 1995) of 52.219-6.
(iii) Alternate II (Mar 2004) of 52.219-6.
(6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644)
(ii) Alternate I (Oct 1995) of 52.219-7.
(iii) Alternate II (Mar 2004) of 52.219-7.
<u>X</u> (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2)
and (3)).
(8) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637 (d)(4).)
(ii) Alternate I (Oct 2001) of 52.219-9.
(iii) Alternate II (Oct 2001) of 52.219-9.
<u>X</u> (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
(10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C.
637(d)(4)(F)(i).
(11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged
Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the
adjustment, it shall so indicate in its offer).
(ii) Alternate I (June 2003) of 52.219-23.
(12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged
Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive

Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- ___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ___ (15) 52.219-28, Post Award Small Business Program Representation (June 2007) (15 U.S.C. 632(a)(2)).
- <u>X</u> (16) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- X (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- X (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- <u>X</u> (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- X (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- X (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- X (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- X (24) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- ___ (ii) Alternate I (Aug 2007) of 52.222-50.
- ___ (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (27) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- (ii) Alternate I (Dec 2007) of 52.223-16.
- ___ (28) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).
- ___ (29) (i) 52.225-3, Buy American Act –Free Trade Agreements Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-169).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ____ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \underline{X} (31) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ____ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ____ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ____ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (35) 52.232.30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

- ____ (36) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).
 ____ (37) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
 ___ (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
 ___ (39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
 __ (40) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
 __ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:
 - <u>X</u> (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
 - \underline{X} (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).
 - ____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - ____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
 - ___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
 - ____ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).
- (d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the

Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)
- (vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
- (viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)
- (ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)
- (x) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

B.30 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://www.arnet.gov/far/ or http://farsite.hill.af.mil/

52.212-4	Contract Terms and Conditions – Commercial Items (FEB 2007)
52.236-7	Permits and Responsibilities (Nov 1991)
52.245-1	Government Property (JUN 2007)
52.223-1	Biobased Product Certification (DEC 2007)
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction
	Contracts (DEC 2007)

B.40 AGREEMENT AND PERFORMANCE PERIODS

B.4.1 AGREEMENT PERIOD

Estimated date of award is June, 2009. The Agreement period is for one year from the date of award.

It is estimated that the anticipated use period for resources within the Northern Rockies Geographic area may fall between June 1st and September 30th of each year. Potential use outside this area or anticipated use period could occur at any time. Since the resource needs of the Government and availability of Contractor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the resources listed herein to the extent the Contractor is willing and able at the time of order.

B.4.2 START WORK

The Contractor shall provide availability status to the designated dispatch office within 10 days after award of the Agreement.

B.50 AUTHORIZED PERSONNEL TO PLACE ORDERS

Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, Contracting Officers, and Purchasing Agents are authorized to place orders against this agreement. Orders must be placed in accordance with established ordering procedures as specified in National and Regional mobilization guides.

B.60 CLAIM SETTLEMENT AUTHORITY

For the purpose of settling claims, the successor contracting officer is any contracting officer acting within their delegated warrant authority, under the clauses of this agreement, and limits set by the incident agency.

B.70 CHANGES TO AGREEMENTS

Changes to Agreements may only be made by the original signing procurement official or a designated successor contracting officer. If the original signing procurement official or designated successor contracting officer is not available and adjustments are deemed appropriate, an Emergency Equipment Rental Agreement (EERA) shall be executed at the incident and shall be applicable **only** for the duration of that incident. The EERA must include the name and location of the incident

B.80 52.247-21 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (APR 1984)

- (a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.
- (b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.
- (c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.
 - (d) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

B.90 LOSS, DAMAGE, OR DESTRUCTION

- (a) For equipment furnished under this agreement **without** operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment.
- (b) For equipment furnished under this agreement **with** operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.
- **B.10 FIREARM WEAPON PROHIBITION** The possession of firearms or other dangerous weapon (18 USC 930 (f)(2) are prohibited at all times while on Government Property and during performance of services, under this agreement. The term dangerous weapon does not include a pocket knifes with a blade less than 2 ½ inches in length or a multi purpose tools such as a leatherman.

B.11 HARRASSMENT FREE WORKPLACE

Contractors shall abide by "U.S. Code, Title VII, Civil Rights Act of 1964, Executive Order EO-93-05, Secretary's Memorandum 4430-2 Workplace Violence Policy, and Harassment Free Workplace (29 CFR Part 1614)". Regulations can be found at www.gpoaccess.gov/.

<u>VEHICLE/HEAVY EQUIPMENT SAFETY</u> <u>INSPECTION CHECKLIST, OF-296</u>

VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST				10. PRE-USE INSPECTION	REJECTED				
1. INCIDENT NAME / NUMBER 2. ORDER / REQUEST NUMBER				MILES / HRS DATE TIME Inspector Name Title					
				Print		CCI	DTC	en.	
3. OWNER / VENDOR				·	LJ'	ACCI	LPIE	LD	
				MILES / HRS DATE TIME					
4. AGREEMENT, PO, CONTRACT NO. 5. EXPIRES				Vendor SignatureTitle					
				Inspector NameTitle					
6. MAKE 7. MODEL, TYPE			Print						
			Section IV - Truck, Bus, Van, Pickup	Pre	-use	Rele	956		
8. SERIAL NO. / VIN 9. LICENSE NO.				Secuolity - 110ck, Bus, Van, Pickup	YES	NO			
					1. "DOT" inspection in the last 12 months: when required	*	<u> </u>	NA	NA
	Τ-		Т		2. Gauges and lights	*	1		Ш
Section I - Tractor, Motor Grader		e-use		NO	3. Seat belts	*	-		
ROPS, roll-over protection system: Manufacturer approved system secured to mainframe of tractor.	T				4. Glass & mirrors	٠	-		\square
Approved system secured to maintraine of tractor. Must include approved seat belts.					a riper and non-	•	1_		Ш
2. Lights: mounted and working while operating	\top	1			6. Clutch pedal: proper adjustment	+	-		\sqcup
3. Battery: check for corrosion, loose terminal, hold downs					7. Cooling system: check radiator and hoses	_	-	\vdash	Ш
4. Engine running: check oil pressure, knocks and leaks	\top	1	\top	\Box	8. Oil level and condition: full and clean		-		_
5. Gauges: all must be working; oil, temperature, etc. *	\top				9. Battery: check for corrosion, loose terminals, hold downs	_			
6. Steering clutches: must have 3-4" free travel	\top	\top			10. Fuel System	*	-		\Box
7. Brakes; must hold at haif travel	\top	_	\top		11. Electrical system: generator and starter working	_			-
Muttler and spark arrester: approved type unless turboed *	\top		\top		12. Engine running: check for knocks and leaks	\bot	-		\vdash
9. Fuel system: must be free of drips and leaks	\top	\top			13. Transmission: check for leaks		-		
10. Cooling system: must be free of leaks	\top	\top	_		14. Steering	٠	_		\Box
11. Fan and Fan beits: check for defects	\top	\top		III	15. Brakes	*	┿	_	-
12. Engine supports, equalizer bar, springs, main		\top		_	16. 4-Wheel drive: check gear boxes, leaks	\perp			
springs: check shackle boits, shifted spring leaf	_	\perp		_	17. Drive line-U-joints: check for looseness				_
13. Hydraulic system: no leaks or drips		_	\bot	Ш	18. Springs and shocks	*		\vdash	Щ
14. Belly plate, rock and radiator guards; securely mounted	-	_	_	\perp	19. Differential: check for leaks	-	+		-
15. Final drive, transmission and differential; check for dripping	4	_			20. Exhaust system	*	-		-
16. Sprocket and idlers: cracks in spokes, sprocket teeth sharp	\perp	\perp		\perp	21. Frame	*	_		
17. Tracks and rollers: groupers height under 1-1/4", loose rollers, broken flanges					22. Tires and wheels (List failed position/depth in remarks) 23. Body and interior condition: describe and locate	*	-		\dashv
18. Blade, ripper, winch: operate smoothly and hold at any poin		\top			damage on back of page 2, Section IV, item 23				
19. Dozer and assembly: trunnion bolts missing, cracks					24. Emergency equipment required.	*			
20. Drawbar: serviceable, safe					Fire Extinquisher Spare Fuses Reflectors	+	1		\vdash
21. Body and cab condition: report dents and damage					25. Operator(s) property licensed.	*			
Section II - Remarks (Describe all identify by				and	State License No Endorsements Med. Cert. Expire		ass _		_
Section III - Power Saw, Pump	Section III - Power Saw, Pump Pre-use Release YES NO YES NO		NO	11. RELEASE INSPECTION NO DAMAGE / NO CLAIM					
1. Visible parts broken		1			Not applical	ile to buses	inspection	required.	
2. Visible nuts and bolts tight									
3. Oil in gear case and chain oiler					MILES / HRS DATE		TIME_		-
4. Cutting bar: straight, chain in good condition Vendor Signature Title						_			
5. Exhaust system and spark arrester					Inspector Name	Title			
6. Motor: idles evenly, runs smoothly, satisfactory power					Print				

Safety Item - Do not accept until brought into compliance.

VENDOR COPY - PRE USE / RELEASE

VEHICLE/HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST, OF-296

VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST

FORM USE AND DISTRIBUTION

Pre-Use Inspection

- 1. Inspector completes block numbers 1 10
- Inspector completes vehicle / equipment inspection checking all items as indicated in the "Pre-use" column of the applicable Section I, III, or IV, and Section II, "Remarks" if needed. If applicable, Section IV, item 23* is continued on the back side of the "Finance Copy Release".
- Both Vendor and Inspector must sign off the Pre-use "ACCEPTED" inspection, block 10. Inspectors need to print and Vendors need to sign their names.
- 4. "Finance Copy Pre-Use" (white copy), is sent immediately to the Equipment Finance department.
- "Vendor Copy Pre-Use / Release" (yellow copy), is given to Vendor with instruction to bring the copy back for the release inspection.
- "Finance Copy Release" (pink copy), and "Inspector Pre Use / Release" (goldenrod copy), are held by the Inspector.

Release Inspection

- Retrieve "Vendor Copy" and place between the "Finance Copy Release" and "Inspector - Pre Use / Release" copies that were held by the Inspector.
- Inspector completes vehicle / equipment inspection checking all items as indicated in the "Release" column of the applicable Section I, III, or IV, and Section II, "Remarks" if needed. If applicable, Section IV, item 23* is continued on the back side of the "Finance Copy Release".
- Block 11, "Release Inspection" must be completed by both Vendor and Inspector. Inspectors need to print and Vendors need to sign their names.
- Inspector returns "Vendor Copy" to Vendor and <u>immediately</u> sends "Finance Copy Release" to the Equipment Finance department.
- At conclusion of Incident, mail <u>all</u> "Inspector Pre Use / Release" copies to the responsible agencies Regional Equipment Manager or equivalent.

28 - Exhibit 05 - Continued

VEHICLE/HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST, OF-296

Section IV - Truck, Bus, Van, Pick-un

Motor Vehicle parts and accessories must be in Safe Operating Condition At All Times, FEDERAL MOTOR CARRIER SAFETY REGULATIONS HANDBOOK (FMCSR) as prescribed by U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION PARTS 393 & 396, and NORTH AMERICAN UNIFORM OUT-OF-SERVICE CRITERIA, COMMERCIAL VEHICLE SAFETY ALLIANCE (CVSA).

REJECT IF: Parts and accessories covered in FMCSR part 393, 396 and/or CVSA North American Uniform Out-of-Service Criteria are not in safe and proper operating conditions at all times. These include, but are not limited to the parts and accessories listed below.

2. Gauges, and Lights (393.81-393.9)

- Speedometer inoperative.
- All required lighting devices, reflectors and electrical equipment must be properly positioned, colored and working.

3. Seat Belts (393.93)

Any driver or right outboard seat belt missing or inoperative.

4. Glass and Mirrors (393.60, 393.80)

- · Any discoloration not applied by the manufacturer for reduction of glare.
- Any windshield crack over 1/4" wide.

 Any crack less then 1/4" wide that intersects with any other crack.
- Any damage 3/4" or greater in diameter.
- Any 2 damaged areas closer then 3" to each other.
- Any required mirror missing. One on each side, firmly attached to the outside of the vehicle, and so located as to reflect to the driver a view of the highway to the rear along both sides of the vehicle.
- Any required mirror broken. (396.3(A)(1))

Wipers and Horn (393.78, 393.81)

- Wiper blade(s) fail to clean windshield within 1" of windshield sides.
- Horn missing, inoperative or fails to give adequate/reliable warning signal.

10. Fuel System (393.65, 393.67)

- · Fuel tank not securely attached to vehicle by reason of loose, broken or missing mounting bults or brackets.
- Visible leak at any point.
- · Fuel tank cap missing.

14. Steering (393.209)

- · Steering wheel does not turn freely, has any spokes cracked through or is missing any parts.
- Steering lash not within parameters, see chart in PMCSR 393.209.
- Steering column is not secure.
- Steering system; any U-joint worn, faulty or repaired by welding.
- Steering gear box is loose cracked or missing mounting bolts.
- Pitman arm is loose, or has any welded repairs.

 Power Steering; any component is inoperative. Any loose, broken or missing parts. Belts frayed, cracked or slipping.
- Any fluid leaks, fluid reservoir not full.

15. Brakes (393.40-393.53)

- · Brake system has any deficiencies as described in FMCSR.
- Brake system has any missing, loose, broken, out of adjustment or worn
- . Brake system failure warning device missing, inoperative, or fails to give
- Broke system has any air or fluid leaks. (396.3 (a)(1))

18. Springs and Shocks (393.207)

- · Any axle positioning part is cracked, broken, loose or missing. All axles must be in proper alignment.
- Any leaf spring cracked, broken, or missing or shifted out of position.
- Adjustable axle assemblies with locking pins missing or not engaged.

20. Exhaust (393.83)

- · Any part of the exhaust system so located as would be likely to result in charring, burning, or damaging the wiring, fuel supply or any combustible part or the vehicle.
- Bus exhaust leaks or discharge forward of the rearmost part of the bus in excess of 6' for Gasoline powered or 15" for other then Gasoline powered, or forward of any door or window designed to be opened on other then a Gasoline powered bus. (Exception: emergency exit)
- Any leak at any point forward of or directly below the driver and/or sleeper

21. Frame (393.201)

- Any cracked, broken, loose or sagging frame member.
 Any loose or missing fasteners including those attaching engine, transmission, steering gear, suspension, body, and fifth wheel.
- Any condition that causes the body or frame to contact the tire or wheel mblies. (396.3 (a)(1))

22. Tires and Wheels (393.75, 393.205)

- Any body ply or belt material exposed through tread or sidewall.
- Any trend or sidewall separation
- Any cut exposing ply or belt material.
- Tread depth less then 4/32" on steering axlc.
- Less then 2/32" on any other axle.
- Any bus with regrooved, recapped, or retreaded tires on the front wheels.
- Any tire not properly inflated or any overloaded tire.
- Any tire that it comes in contact with any part of the vehicle. (393.3(a)(1))
- Any tire marked "Not for Highway Use". (393.3(a)(1))
- Wheels and rims shall not be cracked or broken.
- Stud or holt holes on the wheels shall not be clongated.
- Nuts or bolts shall not be missing or loose.

24. Emergency Equipment (393.95)

- Every power unit must be equipped with a fire extinguisher that is properly filled and readily accessible for use. (393.95(a))
- At least one spare fuse or other overload protective device. (393.95(c))
- Warning devices for stopped vehicles. (393.95(f,g))

25. License (383.23, 391.41)

- No person shall operate a commercial motor vehicle unless such person has passed written and driving tests which meet the Federal Standards for the commercial motor vehicle that person operates. (383.23(a))
- Persons shall not drive a commercial motor vehicle unless he/she is physically qualified to do so and, except as provided in 391.67, has on his/her person the original, or a photographic copy, of a medical examiner's certificate that he/she is physically qualified. (391.41(a))

IN ADDITION TO THE ABOVE:

Agency personnel reserve the right to reject any equipment due to any additional condition or combination of conditions that make the vehicle unsafe, unreliable, or may pose unreasonable damage to the environment. or will be unable to fully perform the duties for which the equipment has been hired.

The Inspector shall inspect for compliance with the FMCSR, State and Local laws and regulations. Therefore, the Inspector is responsible to ACCEPT or REJECT all equipment he/she inspects.

ATTACHMENT D

D.1 - Billing Addresses for All Agencies

USDA Forest Service	USDA Forest Service		
	Albuquerque Service Center		
	Incident Business		
	101B Sun Ave. NE		
	Albuquerque, NM 87109		
National Park Service	National Park Service Accounting Operations Center		
	P.O. Box 100000		
	13461 Sunrise Valley Drive		
	Herndon, VA 20171		
Bureau of Land Management	Invoice returned to the BLM Local Incident Host Agency		
Bureau of Indian Affairs	Bureau of Indian Affairs, Rocky Mountain Region		
Billings, Rocky Mountain Region			
	316 N. 26 th Street		
	Billings, MT 59101		
Bureau of Indian Affairs	Designated billing office information will be provided by		
Portland, Northwest Region	local host agency unit.		
US Fish and Wildlife Service	U.S. Fish and Wildlife Service Fire Office		
	Attn: Pat Richardson		
	P.O. Box 25486, MS60130		
	Denver, CO 80225		
State of Idaho	Billing office information will be located in Attachment E		
State of Montana	Billing office information will be located in Attachment E		
State of North Dakota	State Foresters Office		
	307 First Street East		
	Bottineau, ND 58318		
	Attn: Brenda Johnson		
	(701) 228-5422		

ATTACHMENT E

Standard Terms, Conditions & Compensation for the States

E.1 Idaho Department of Lands Standard Terms & Conditions, Office Locations

1. CONTRACT RELATIONSHIP

It is distinctly and particularly understood and agreed between the parties that this contract does not create an employer/employee relationship. Furthermore, the State of Idaho is in no way associated or otherwise connected with the performance of any service under this contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, indemnify and hold the State of Idaho harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this contract.

2. CONTRACTOR RESPONSIBILITY

The Contractor shall be required to assume responsibility for production and delivery of all material and services included in this contract, whether or not the Contractor is the manufacturer or producer of such material or services. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of goods or services.

3. SUBCONTRACTING

Unless otherwise allowed by the State in this contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of responsibility for the professional and technical accuracy and adequacy of the work. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the contract by Contractor's subcontractor or its sub-subcontractor.

4. INSURANCE

Prior to the commencement of work under this contract, and until all work specified herein is completed, the Contractor shall maintain in effect all insurance as set forth below and shall

comply with all limits, terms and conditions stipulated within the insurance policy(ies). Contractor shall provide the Idaho Department of Lands with a Certificate of Insurance verifying such coverage. Work under the contract shall not commence until evidence of all required insurance is provided to the State.

a. The Contractor shall maintain and pay for any applicable worker's compensation insurance and will provide a certificate of same.

5. TAXES

If the Contractor is required to pay any taxes incurred as a result of doing business with the State of Idaho, it shall be solely and absolutely responsible for the payment of those taxes.

6. LICENSES, PERMITS & FEES

The Contractor shall, without additional expense to the State, obtain all required licenses and permits and pay all fees necessary for executing provisions of this contract unless specifically stated otherwise herein.

7. STATE OF IDAHO MINIMUM WAGE LAW

It will be the responsibility of the Contractor to fully comply with Section 44-1502, Idaho Code, regarding minimum wage.

8. SAVE HARMLESS

Contractor shall indemnify and hold harmless the State of Idaho from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under this contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act.

9. OFFICIALS, AGENTS AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE

In no event shall any official, officer, employee or agent of the State of Idaho be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this contract. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this contract.

10. RISK OF LOSS

Risk of loss and responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction

shall not release the Contractor from any obligation under this Contract. If installation is specified in the contract, pricing shall include all charges associated with a complete installation at the location specified.

11. ASSIGNMENTS

The Contractor shall not assign a right or delegate a duty under this contract without the prior written consent of the State.

12. PROHIBITED CONTRACTS

No member of the legislature or officer or employee of any branch of the state government shall directly himself, or by any other person execute, hold or enjoy, in whole or in part, any contract or agreement made or entered into by or on behalf of the state of Idaho, if made by, through or on behalf of the department in which he is an officer or employee or if made by, through or on behalf of any other department unless the same are made after competitive bids. (Idaho Code Section 67-5726(1)).

13. GOVERNMENT REGULATIONS

The Contractor shall abide by and comply with all laws and regulations of the United States, the State of Idaho, counties or other governmental jurisdictions wherein the work is executed insofar as they affect this contract. The Contractor will make all payments, contributions, remittances, and all reports and statements required under said laws.

14. SAFETY INFORMATION

- a. The Contractor assumes full responsibility for the safety of his employees, equipment and supplies.
- b. Contractor guarantees that all items provided by Contractor in performance of this contract meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies

15. USE OF THE STATE OF IDAHO NAME

Contractor agrees that it will not, prior to, in the course of, or after performance under this contract, use the State's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of the State.

16. CONTRACT TERMINATION

a. The State may terminate this contract, in whole or part, by written notice delivered to either the Contractor or his representative in any one of the following circumstances. Termination by the State for cause may result in forfeiture of Contractor's bond if a bond is required under the provisions of this contract.

- (1) Failure of the Contractor to perform any of the provisions of this contract.
- (2) Failure of the Contractor to correct unsatisfactory performance or work within five (5) days after it has been brought to his attention.
- (3) Failure of the Contractor to make satisfactory progress in order to be able to complete the work within the contract period.
- (4) The State may terminate this contract at any time for the convenience of the State upon ten (10) calendar days' written notice specifying the date of termination.
- b. Upon termination, the Contractor shall:
 - (1) Promptly discontinue performing under the contract, unless the termination notice directs otherwise.
 - (2) Promptly return to the State control of the properties and any personal property provided by the State pursuant to the contract.
 - (3) If requested by the State, deliver or otherwise make available to the State all data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing duties under the contract, whether completed or in process.
- c. Upon termination, the obligations and liabilities of the parties shall cease, except that the obligations or liabilities incurred prior to the termination date shall be honored. This paragraph shall not be interpreted to place any requirement on the State to accept or make payment to the Contractor for any incomplete or unsatisfactory work.
- d. If the State terminates the contract, the State may take over the work and may award another party a contract to complete the work stated in this contract.
- e. In the event of termination, the State shall pay all sums still due Contractor through the effective date of termination in full within thirty (30) days of a written demand and receipt of all items necessary from Contractor to allow the State to make payment.

17. APPROPRIATION BY LEGISLATURE REQUIRED

It is understood and agreed that the State is a government entity and this contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this contract in whole or in part (or any order placed under it) if, in its judgment, the Legislature of the state of Idaho fails, neglects, or

refuses to appropriate sufficient funds as may be required for the State to continue such payments. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations and, in some instances, direct federal funding.

18. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. If reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible.

19. GOVERNING LAW

This contract shall be construed in accordance with, and governed by the laws of the State of Idaho.

20. ENTIRE AGREEMENT

This contract, together with all attachments, constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous discussions, representations, commitments, and all other communications, both oral and written, between the parties.

21. MODIFICATION

This contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

22. W-9

The Idaho Department of Lands requires a signed W-9, Request for Taxpayer Identification Number and Certification Form in order to process payments to vendors. This document is used only for entry into the payment system and for 1099 tax reporting. The name on the W-9 must match exactly with the certificate issued by the IRS or the Social Security Card for individuals. Any contractor responding to fires in Idaho must bring a completed W-9 with them to the incident.

IDAHO DEPARTMENT OF LANDS OFFICE LOCATIONS

Cataldo

Bob Burke – Area Supervisor 80 Hilltop Overpass Road Kingston, ID 83839. Phone: (208) 682-4611 Fax: (208) 682-2991 Len Young Kjell Truesdell

Craig Mountain

Thom Hawkins - Area Supervisor PO Box 68 Craigmont ID 83523 Phone: (208) 924-5571 Fax: (208) 924-5571 Tim Tevebaugh

Eastern Idaho

Pat Brown – Area Supervisor 3563 Ririe Highway Idaho Falls, ID 83401. Phone: (208) 525-7167 Fax: (208) 525-7178. Kootenai Valley

Scott Bacon – Area Supervisor Route 4, Box 4810 Bonners Ferry, ID 83805. Phone: (208) 267-5577 Fax: (208) 267-8301

Eric Haase Chris Lund

Maggie Creek

Jim Clapperton - Area Supervisor Route 2 Box 190 Kamiah, ID 83536 Phone: (208) 935-2141 Fax: (208) 935-0905 Dave Summers Chris Gerhart

Mica

Mike Denney – Area Supervisor 3706 Industrial Avenue S. Coeur d'Alene, ID 83815. Phone: (208) 769-1577 Fax: (208) 769-1597. Gary Darrington

Pend Oreille Lake

Ed Robinson – Area Supervisor 2550 Highway 2 West Sandpoint, ID 83864. Phone: (208) 263-5104 Fax: (208) 263-0724. Chris Remsen

Ponderosa

Sam Charles - Area Supervisor 3130 Highway 3 Deary, ID 83823 Phone: (208) 877-1121

Fax: (208) 877-1122.
Roger Kechter
Jason Svancara

Priest Lake

Mick Schanilec – Area Supervisor 4053 Cavanaugh Bay Road Coolin, ID 83821 Phone: (208) 443-2516 Fax: (208) 443-2162

Dan Brown

South Central

Tim Duffner - Area Supervisor PO Box 149 Gooding, ID 83330 Phone: (208) 934-5606 Fax: (208) 934-5362

Southwest

Steve Douglas – Area Supervisor 8355 West State Street Boise, ID 83703. Phone: (208) 334-3488 Fax: (208) 853-6372. Dan Christman Roy Peckham

St. Joe

Ken Okfen – Area Supervisor 1806 Main Avenue St. Maries, ID 83861. Phone: (208) 245-4551 Fax: (208) 245-4867 John Pollard

Clearwater-Potlatch Timber Protective Assn.

Howard Weeks – Chief Fire Warden 10250 Highway 12, Orofino, ID 83544 Phone: (208) 476-5612 Fax: (208) 476-7218 Kevin Korbel John Cunningham

Southern Idaho Timber Protective Assn.

Mark Woods – Fire Warden 555 Deinhard Lane, McCall ID 83638

Phone: (208) 634-2268 Fax: (208) 634-5117

Tom Binder

Standard Terms, Conditions & Compensation for the States

E.2 - Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION

RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State

Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely <u>received</u> by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an <u>exception</u> basis with <u>prior approval</u> of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be

required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see http://gsd.mt.gov/procurement/preferences.asp.

REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at http://sos.mt.gov.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

Revised 2/09

Montana Department of Natural Resources and Conservation Invoice Receipt Centers

DNRC Forestry Division 2705 Spurgin Rd. Missoula MT 59804

DNRC SWLO 1401 27th Ave Missoula MT 59804

DNRC Central Land Office 8001 N Montana Ave Helena MT 59602

DNRC NELO 613 E. Main Street Lewistown MT 59457

DNRC ELO PO Box 1794 Miles City MT 59301

DNRC SLO Airport Industrial Park Billings MT 59105-1978

DNRC NWLO 2250 HWY 93 N Kalispell MT 59901-2557

Attachment F – Vehicle Release Form

Incident File.	Vendor Name Address Phone & Fax		
am Agency: <u>pm</u>	Date/Time Out:/(:)		
am Agency City, State: <u>pm</u>	Date/Time IN/(:)		
Agency Phone:	Miles Out: Fuel Out:		
Agency Fax:	Miles In: Fuel In:		
INCIDENT NAME:	Resource Order #		
Vendor's Unit #:	Rate/Day: \$ Rate/Mile: \(\noting \) per mile		
Plate # Color	Total Mileage:		
S/N: (at least last 8)			
Make & Model:	1/2 Ton 3/4 Ton (Please indicate 1/2 or 3/4 Ton IF it effects the		
Payment Ref: Incident Invoice #_	Amount \$		
Payments from Federal Fires will be sent to Vendors Bank Account via Direct Deposit.			
Vendors Payment Received Ref:			

Shift Ticket Start:	Vehicle was returned to vendor ☐ or	No Damage/No Claim:		
Inspection PreUse:	It has been re-assigned New Incident NAME:	Damages: Date		
Shift Ticket End:	New Resource # E	Description:		
Inspection Release:				
Cleaning Fee Due: Yes l Agreement #				
Delivery fees may not be authorize contract:				
Government Agents signature acknowledges that you are authorized to accept this Emergency Use Rental Vehicle on behalf of federal, state, or local government agencies.				
X				

 $\frac{\textbf{closed out and payment processed}}{\textbf{Incident}} \textbf{for original incident BEFORE it can be Re-Assigned to a New Incident.}$